

ORIGINAL

FOWLER & O'QUINN, P.A.

PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW

RECEIVED - FPSC

04 FEB 12 AM 9:26

JAMES A. FOWLER
MICHAEL A. O'QUINN, P.A.⁶²
MARY L. SNEED
ANDREW W. MAI

EMPIRE BUILDING
28 W. CENTRAL BLVD. 4TH FLOOR
ORLANDO, FLORIDA
32801

COMMISSION (407) 425-2684
CLERK FAX: (407) 425-2690
E-MAIL: FBFOLAW@aol.com
**Also admitted in Georgia

VIA: U.S. MAIL and
FACSIMILE TRANSMISSION (800)511-0809

February 10, 2004

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

(040000)

04 FEB 12 AM 9:12
DISTRIBUTION CENTER

Re: Florida Water Services Corporation, Inc.

Dear Public Service Commissioners:

I am the City Attorney for the City of Altamonte Springs, Florida and am writing to place the Florida Public Service Commission on notice regarding Florida Water Services Corporation's (FWSC) October 4, 1993 Agreement with the City to provide the City with the right of first refusal for the sale of a portion of its certificated service area. A copy of the Agreement is enclosed. Specifically, Paragraph 6 of the agreement states:

6. To the extent that property within SSU's certificated areas (including the new boundaries hereinabove discussed) annexes into the City, the City shall have the right to purchase the customer(s) from SSU at fair market value. Furthermore, to the extent that SSU sells the right to serve customer(s) within any of SSU's certificated area addressed in this Agreement, the City shall have the right of first refusal to purchase said right to serve customer(s) at the same purchase price. The parties agree to submit to nonbonding mediation on any dispute arising under this paragraph.

AUS _____
CAF _____
CMP _____
COM _____
CTR _____
ECR _____
GCL _____
OPC _____
MMS _____
SEC H
OTH _____

DOCUMENT NUMBER-DATE

02001 FEB 12 8

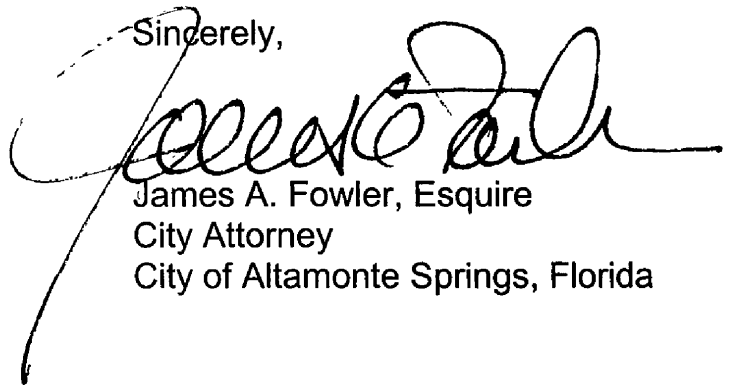
FPSC-COMMISSION CLERK

The City has notified FWSC of the continuing obligation within its Agreement. On October 25, 2002, the City directed attention to this Agreement by providing a copy of same to Donnie R. Crandell, President and Carlyn H. Kowalsky, Esq., General Counsel. Notice of breach was later sent to Michael Elsberry, Esquire of Lowndes, Drosdick, Doster, Kantor & Reed in Orlando, Florida.

FWSC continues to be obligated to honor the City's right of first refusal. I am advised FWSC may currently be negotiating for the sale of certificated service areas covered by the Agreement. To date FWSC has not provided notice to the City of same.

Please be advised that the City will take such steps as are necessary to secure compliance with the terms of the Agreement. It is respectfully requested that the PSC deny approvals that FWSC might seek from the PSC to permit sale of any portion of FWSC's service area covered by FWSC's Agreement with the City without a release from the City.

Sincerely,

A handwritten signature in black ink, appearing to read "James A. Fowler", written over a horizontal line.

James A. Fowler, Esquire
City Attorney
City of Altamonte Springs, Florida

cc: Phil Penland, City Manager
John Peters, Director of Public Works & Utilities
Kevin Grace, Seminole County Manager
Jerry Hartman, Hartman & Associates
Aaron Gorovitz, Esquire

October 4, 1993

Mr. Donald F. Newnham
Director of Public Works
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701-3697

RE: Agreement concerning SSU and City Service Areas for Water
and Wastewater Service (279-W and 226-S)

Dear Mr. Newnham:

This letter sets forth the agreement between Southern States Utilities ("SSU") and the City of Altamonte Springs, Florida ("City") concerning SSU's proposed amendments to its existing service area filed with the Florida Public Service Commission February, 1993 and its applications for consumptive use permits to serve said service areas filed with the St. Johns River Water Management District.

AGREEMENT

WHEREAS, SSU filed service area amendments with the Florida Public Service Commission in order to reflect all areas presently served by SSU and to correct administrative errors contained in prior FPSC records; and

WHEREAS, the City of Altamonte Springs objected to SSU's proposal because of intrusion into the City's service area; and

WHEREAS, after discussing the various issues, the parties have reached an agreement which is described below.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. The City will withdraw its objection to SSU's proposed amendment to SSU's FPSC water service area (279-W) and its petition objecting to SSU's Consumptive Use Permit applications before the St. John's River Water Management District as to the following

areas: AV/W2, AV/W5, AV/W7, AV/W8, DRM/W3, DRM/W5, DH/W1, DH/W2, FP/W1, FP/W2, FP/W3, FP/W4, HH/W1, LH/W1, LH/W2, MM/W2, MM/W5, MM/W6 and MM/W7.

2. The City will withdraw its objection to SSU's proposed amendment to SSU's FPSC water service area (279-W) and its petition objecting to SSU's Consumptive Use Permit applications before the St. John's Water Management District, provided SSU modifies its proposed water service area as follows:

APPLE VALLEY

AV/W3 exclude all (properties in the City limits)

AV/W6 exclude all of AV/W6 (properties in the City limits n.k.a the Interior Decor Center and which includes lots 6, 7, 8 and 9, Block F, of Sanlando Springs Tract 59, P.B. 6, page 17) (properties in the City limits)

AV/W9 exclude all (properties in the City limits)

AV/W12 exclude all (properties in the City limits)

DOL-RAY MANOR

DRM/W1 exclude Lot 4 of Orienta Gardens First Addition - n.k.a. 107 Euna Lane (P.B. 10, page 27) (properties in the City limits)

DRM/W2 exclude Parcels 5 and 5A of Section 14, Township 21 South, Range 29 East (properties in the City limits)

DRM/W4 exclude Lots 1 through 8 of Dol-Ray Manor, P.B. 11, page 98, and parcels lying north of said lots and south S.R. 436 (properties in the City limits)

MEREDITH MANOR

MM/W3 exclude all of MM/W3 (properties in the City limits)

MM/W4 exclude Parcel 4 (n.k.a. the Shoppes at Brantley Hall) and Parcels 5A and 5C (n.k.a Lake Brantley School properties) (properties in the City limits)

MM/W8 exclude all of MM/W8 (properties in the City limits)

MM/W10 exclude all of MM/W10 (properties in the City limits)

3. The City will not object to SSU's amendment to include the areas listed below within its FPSC certificated water service area. However, when property within these areas is redeveloped, SSU will amend its service area boundary to exclude such redeveloped areas and such areas will thereafter receive water and wastewater service from the City of Altamonte Springs. Redevelopment means any change from the existing use of the property to a different use; i.e., office to restaurant, single family to multifamily, residential to office or commercial, vacant to developed, etc. The City will notify SSU in writing when redevelopment of any such property occurs.

APPLE VALLEY:

AV/W1	That portion of AV/W1 described as Block H of Sanlando Springs Tract 67 (P.B. 4, page 65)
AV/W4	That portion of AV/W4 described as lots 13 through 24, Block G, Sanlando Springs Tract 58 (P.B. 4, page 65)
AV/W10	All of AV/W10
AV/W11	All of AV/W11

MEREDITH MANOR:

MM/W1	All of MM/W1
MM/W9	All of MM/W9

4. The City and SSU have a wholesale service agreement dated July 27, 1988, attached hereto as Exhibit C and incorporated herein, for the provision of sewer service by the City to SSU for the area described as AV/S1 (226-S). The City will not object to SSU's amendment to include this sewer area, provided that SSU agrees to renew the wholesale service agreement with the City for at least ten (10) years (two additional five year periods).

5. The areas referenced above are further described on the attached maps specifically incorporated herein and identified as Exhibit A consisting of 17 pages (referencing areas AV/W1, AV/W2, AV/W3, AV/W4, AV/W5, AV/W6, AV/W6-1, AV/W6-2, AV/W6-3, AV/W7, AV/W8, AV/W9, AV/W10, AV/W11, AV/W12, DRM/W1, DRM/W2, DRM/W3, DRM/W4, DRM/W5, DH/W1, DH/W2, FP/W1, FP/W2, FP/W3, FP/W4, HH/W1, LH/W1, LH/W2, MM/W1, MM/W2, MM/W3, MM/W4, MM/W4-1, MM/W5, MM/W6, MM/W7, MM/W8, MM/W9, MM/W10 and AV/S1) and attached legal

descriptions specifically incorporated herein and identified as Exhibit B consisting of nine pages (referencing Druid Hills, Lake Harriet Estates, Fern Park, Lake Brantley, Apple Valley, Dol Ray Manor and Meredith Manor Water Distribution Areas and Apple Valley Wastewater Distribution Area).

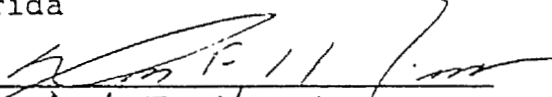
6. To the extent that property within SSU's certificated area (including the new boundaries hereinabove discussed) annexes into the City, the City shall have the right to purchase the customer(s) from SSU at fair market value. Furthermore, to the extent that SSU sells the right to serve customer(s) within any of SSU's certificated area addressed in this Agreement, the City shall have the right of first refusal to purchase said right to serve customer(s) at the same purchase price. The parties agree to submit to nonbinding mediation on any dispute arising under this paragraph.

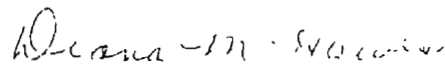
7. Should legal action be necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of attorneys fees incurred, to include appeals if taken.

8. SSU will not take any action before the PSC that is inconsistent with the terms of this agreement; however, all SSU territory amendments remain subject to PSC approval to the extent required by law, provided that this is not meant to subject the City to PSC jurisdiction. Furthermore, to the extent that this Agreement requires SSU to pursue PSC approval, then SSU will do so promptly and diligently and at their expense and, failing same, the City has the right to seek PSC approval on behalf of SSU and at SSU's expense provided the City delivers written notice to SSU at least 60 days prior to the City's taking such action. SSU agrees to notify the City and provide copies to the City of all applications for PSC approval pursuant to this Agreement.

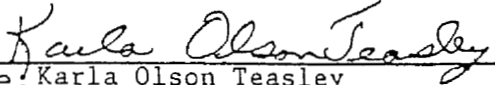
9. SSU agrees to be bound by the terms of this agreement where in conflict with PSC certificate and to waive all claims to the contrary.

City of Altamonte Springs,
Florida

By: 
Name: DON F. NEUNHAM
Its: PUBLIC WORKS DIRECTOR
Date: 10 / 4 / 93


Witness

Southern States Utilities, Inc.

By: 
Name: Karla Olson Teasley
Its: Vice President - General Counsel and
Secretary
Date: October 4th, 1993


Witness

Victoria J. Pullen
Witness

Carla King
Witness

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 4th day
of October, 1993, by Karla Olson Teasley
who is personally known to me ~~or who has produced~~
~~_____~~ ~~as identification and~~
~~who did (did not)~~ take an oath.

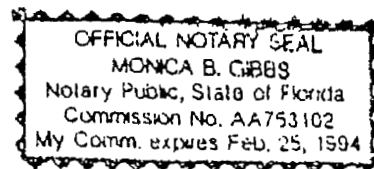
Amita Fearn Watts
Name: Amita Fearn Watts
Notary Public - State of Florida
Commission Number:
Commission Expires: Notary Public, State of Florida, Commission No. AA753102, expires Feb. 25, 1994
 bonded thru Rockledge / Associates

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 4TH day
of OCTOBER, 1993, by DON F. NEWNAM
who is personally known to me, or who has produced _____
_____ as identification and
who did (did not) take an oath.

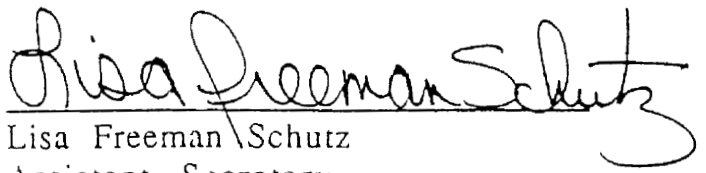
Monica B. Gibbs
Name: Monica B. Gibbs
Notary Public - State of Florida
Commission Number:
Commission Expires:

cc: Carole Joy Barice, Esq.
Vicki Pullen

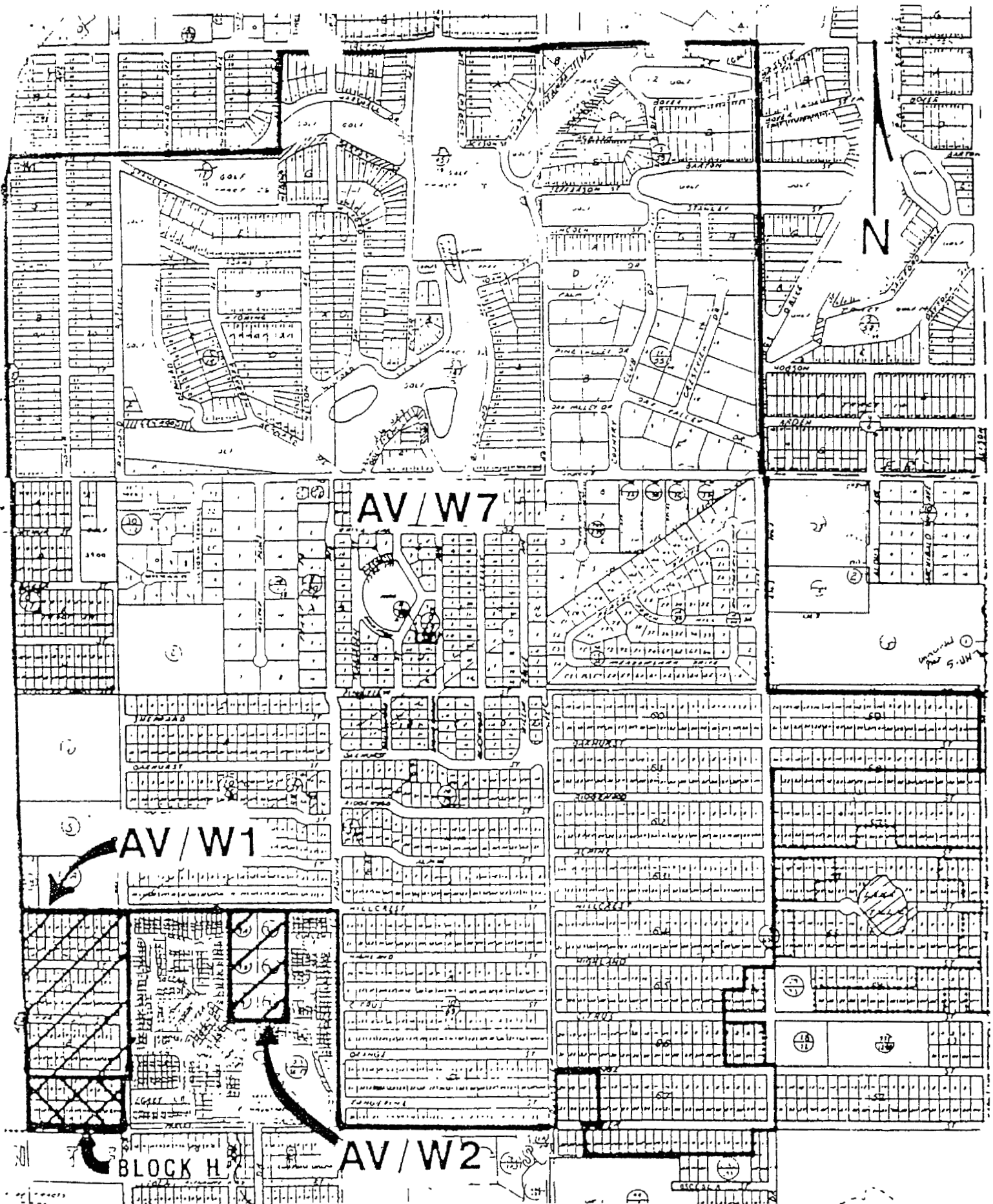


CERTIFICATE OF ASSISTANT SECRETARY

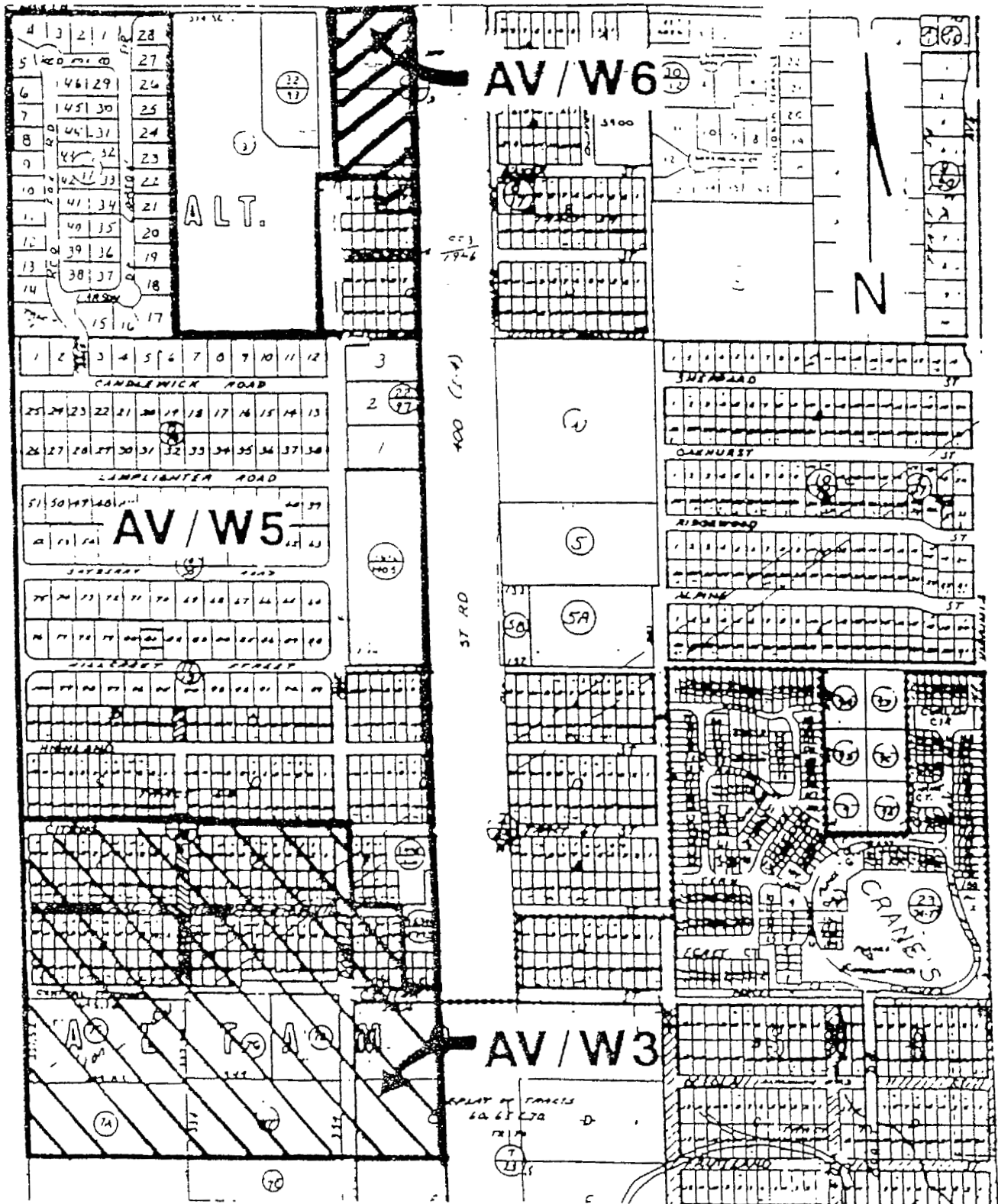
The undersigned Assistant Secretary of Southern States Utilities, Inc. (the "Company"), hereby certifies that Karla Olson Teasley is the Vice President - General Counsel and Secretary of the Company and, as such, has the authority to execute the foregoing document for the purposes stated therein. Dated this 4th day of October, 1993.



Lisa Freeman Schutz
Assistant Secretary



EXHIBITS AV/W1 AV/W2 & AV/W7



EXHIBITS AV/W3 AV/W5 & AV/W6

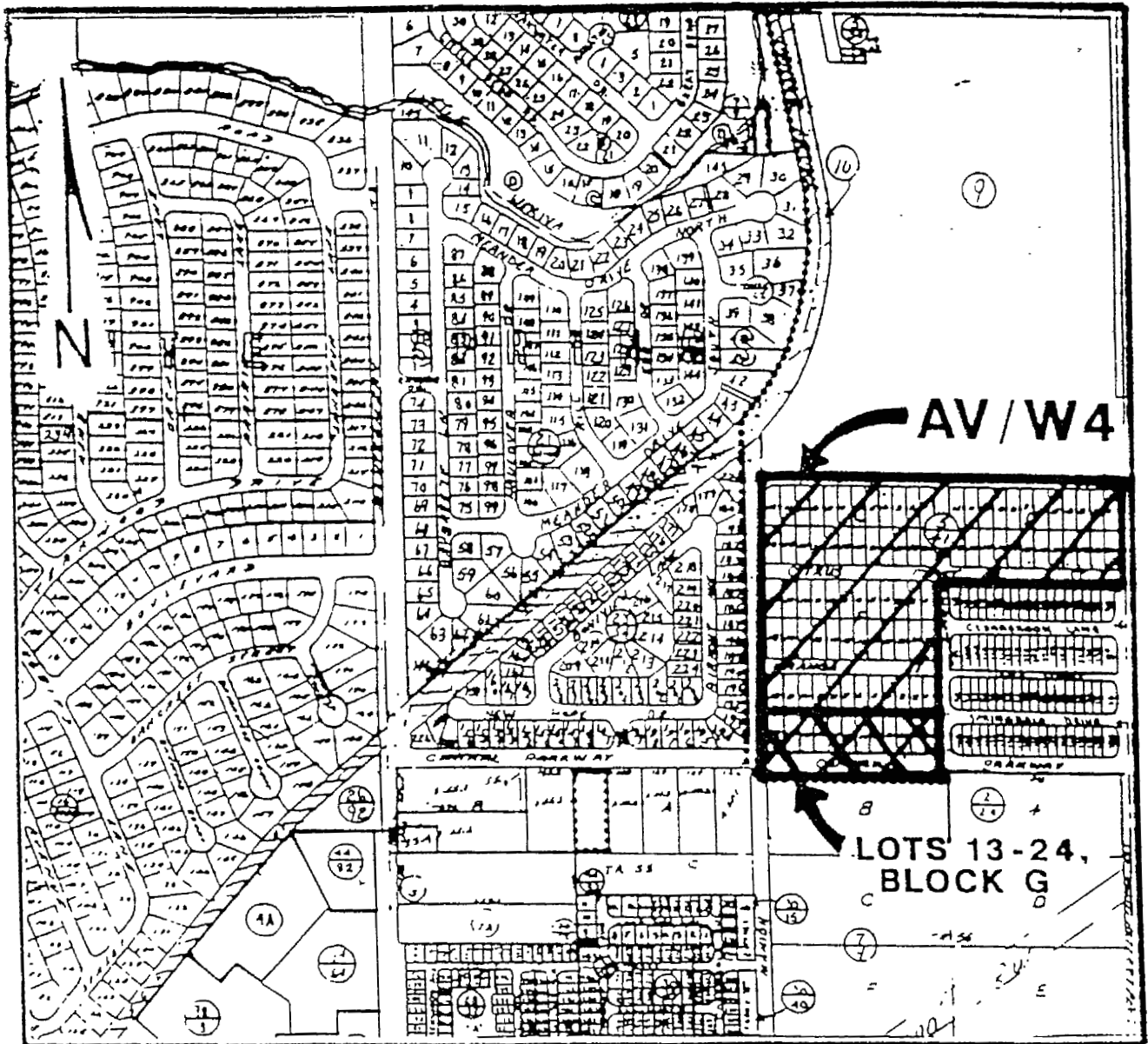


EXHIBIT AV/W4

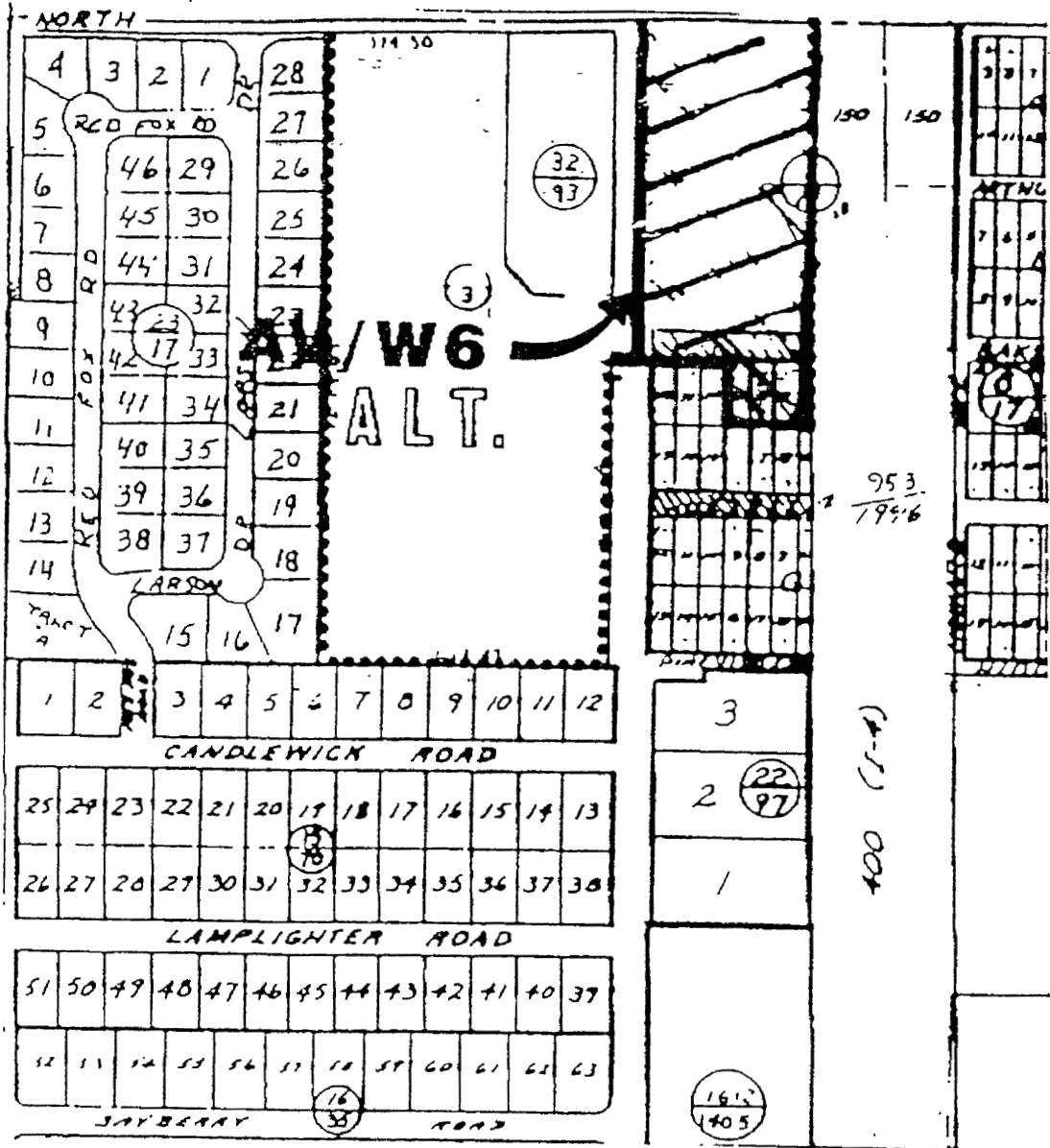


EXHIBIT AV/W6-1

DESCRIPTION: (finished by client)

Lots 7 & 8 of Addenda to Map of Altamonte and Palm Springs less Right-of-way for S.R. 400 and Douglas Road. Recorded in Plat Book 1, Page 11, of the Public Records of Seminole County, Florida.

AND

Lots 6, 7, 8, 9 and that portion of vacated Baker Street, North and contiguous thereto in Block F, Tract 59, Sanlando Springs, recorded in Plat Book 6, Page 17, Public Records of Seminole County, Florida. (Less that part of Lot 6 in Interstate 4.)



ORAINAGE CALCULATIONS

See Attached Detail Calculations)

TOTAL AREA = 0.6256 AC
IMPERVIOUS = 0

Ci (Perv.) = 60 (See Attached Calcs.)

R. STORM, P = 4.30"

$$- 10 = 6.67 \quad Q = \frac{(4.30 - 10.2)(6.67)^2}{4.30 + (0.8 \times 6.67)} = 0.91"$$

TOTAL AREA = 0.6256 AC
IMPERVIOUS: Pavement = 16,350 SF
TOTAL = 16,350 SF = 60%

$$95(0.60) + 40(0.40) = 73$$

$$- 10 = 3.70, \quad Q = \frac{(4.30 - 10.2)(3.70)^2}{4.30 + (0.8)(3.70)} = 1.75"$$

$$\text{VOLUME REQ'D} = (1.75 - 0.91)'' = 0.84'' \text{ Which is less than } 1'' \text{ min. } \\ \therefore \text{Req'd Volume} = 1'' (1 \text{ FT}/12'') \times 0.6256 \text{ AC} (43,560) \\ = 2271 \text{ CF}$$

VOLUME PROVIDED:

$$\text{RETENTION POND} = \frac{(1382 \text{ SF} + 765 \text{ SF}) \times 2.2'}{2} = 2340 \text{ CF}$$

TOTAL PROVIDED =

2340 CF > 2271 CF. OK

JAN 23 1986

PAVING & DESIGNATION DESIGN (ONLY)
OF NEW PAVING LOT BY:

AR Miller Engineering, Inc.
231 N Palmiste Ave. Orlando, Florida 32801 (305) 841-6084

S-15

**INTERIOR DECOR CENTER
LEGAL DESCRIPTION**

AV/W6-2

INTERIOR DECOR CENTER LOTS 6, 7, 8, AND 9 (Future Parking)

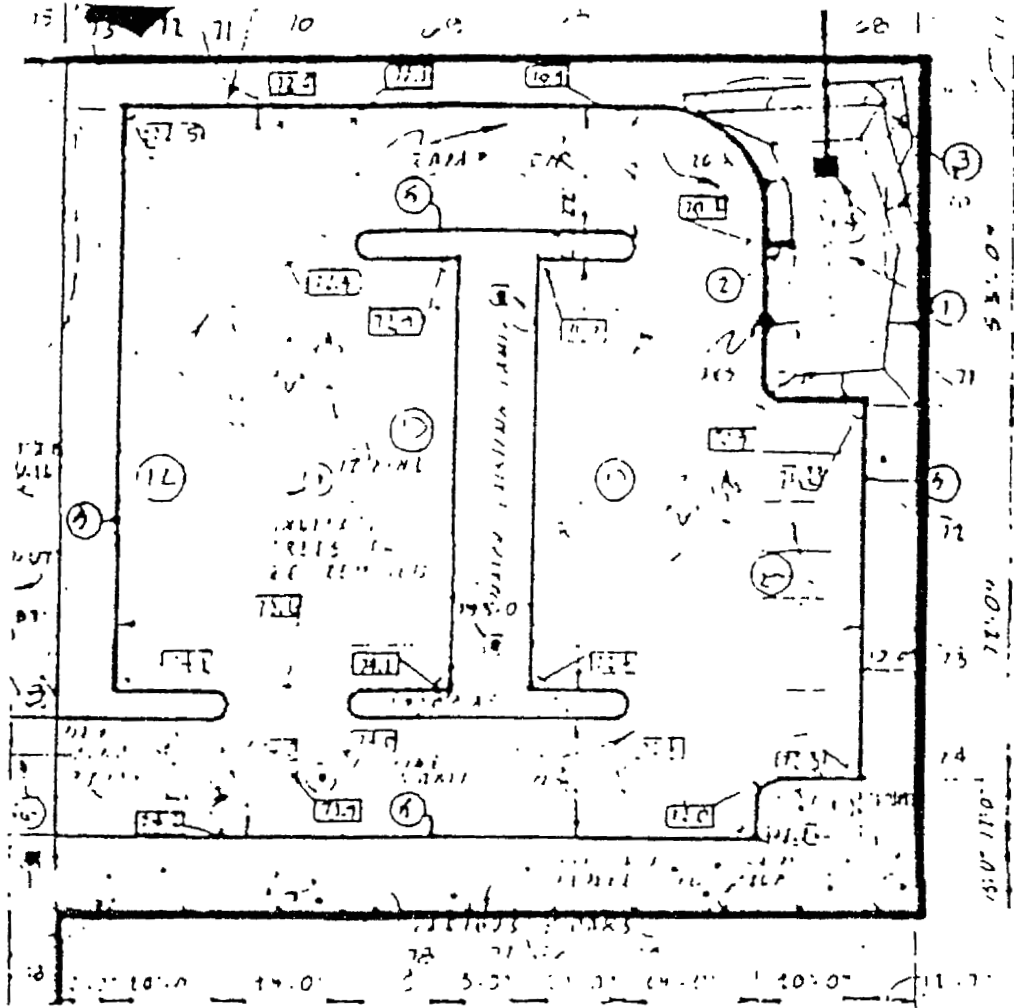
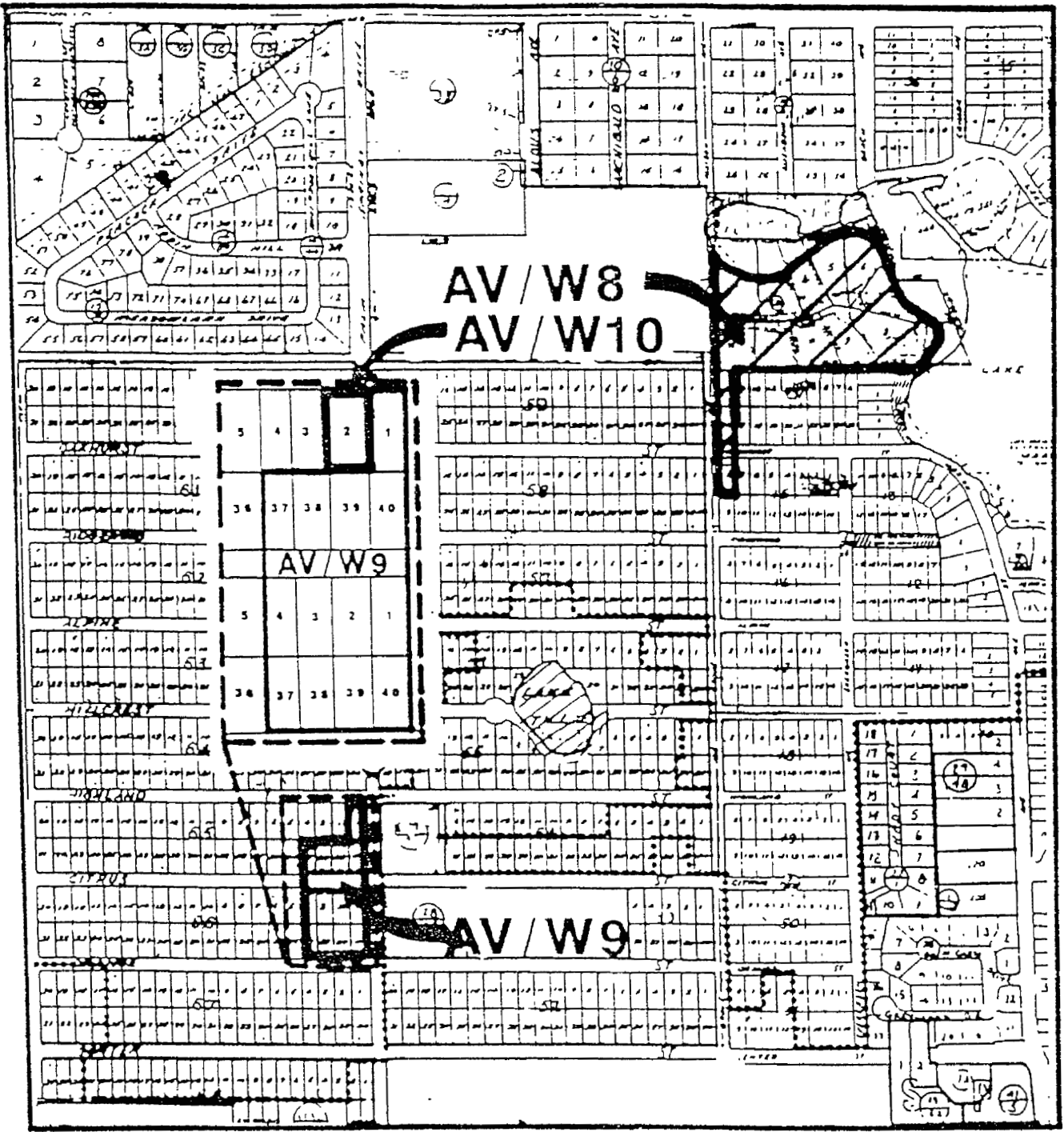


EXHIBIT AV/W6-3



EXHIBITS AV/W8 AV/W9 & AV/W10

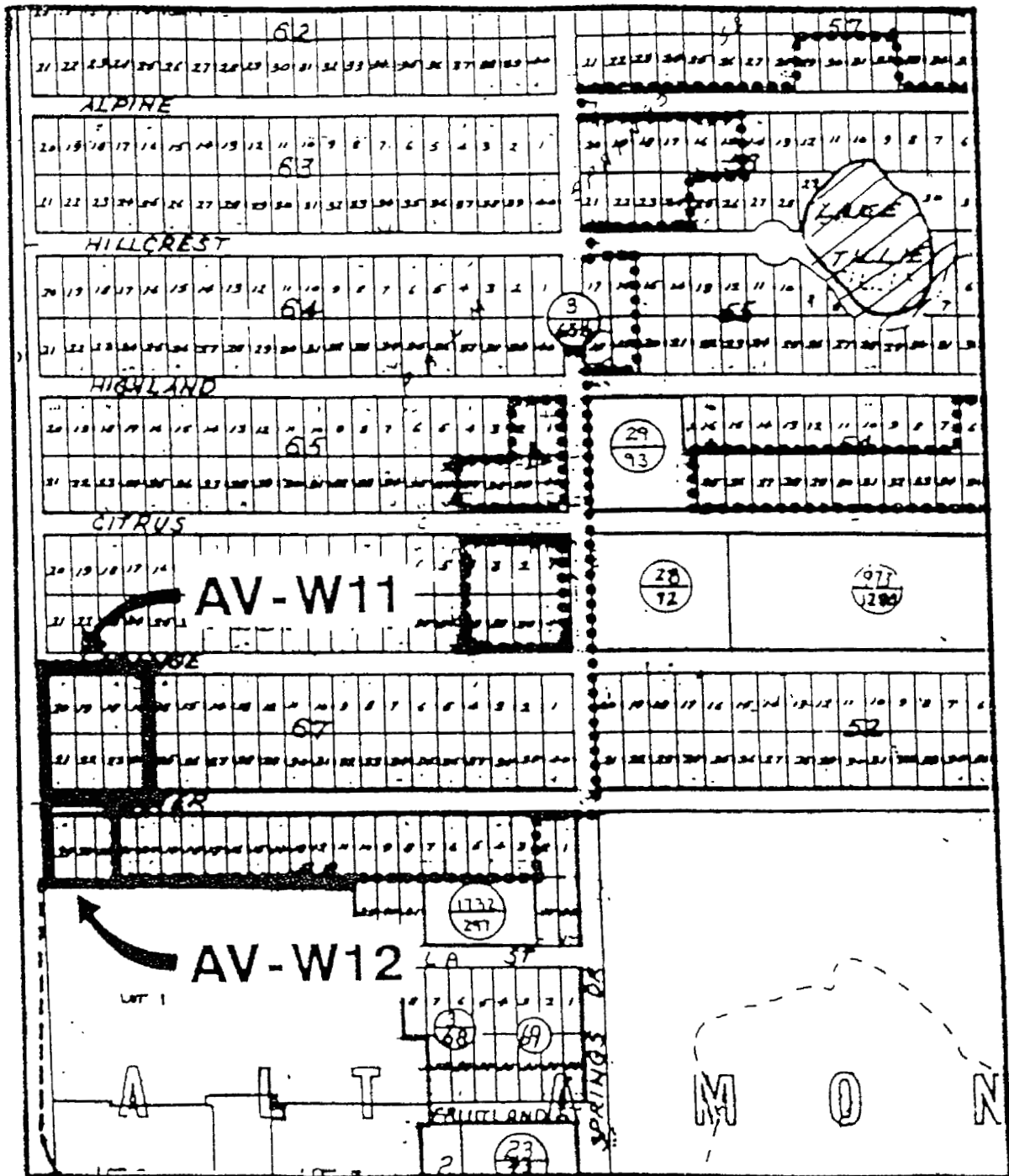


EXHIBIT AV-W11 & AV-W12

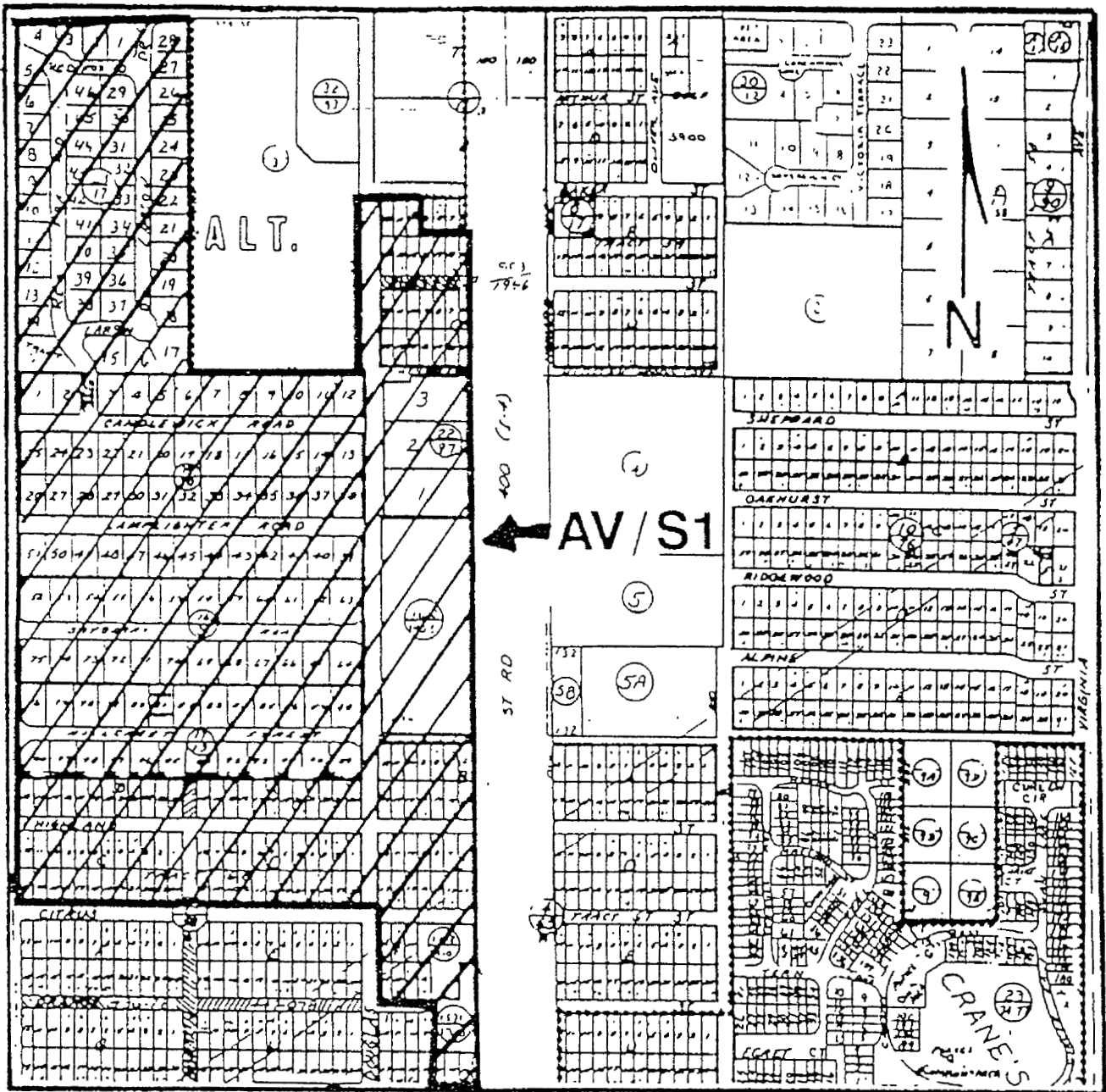
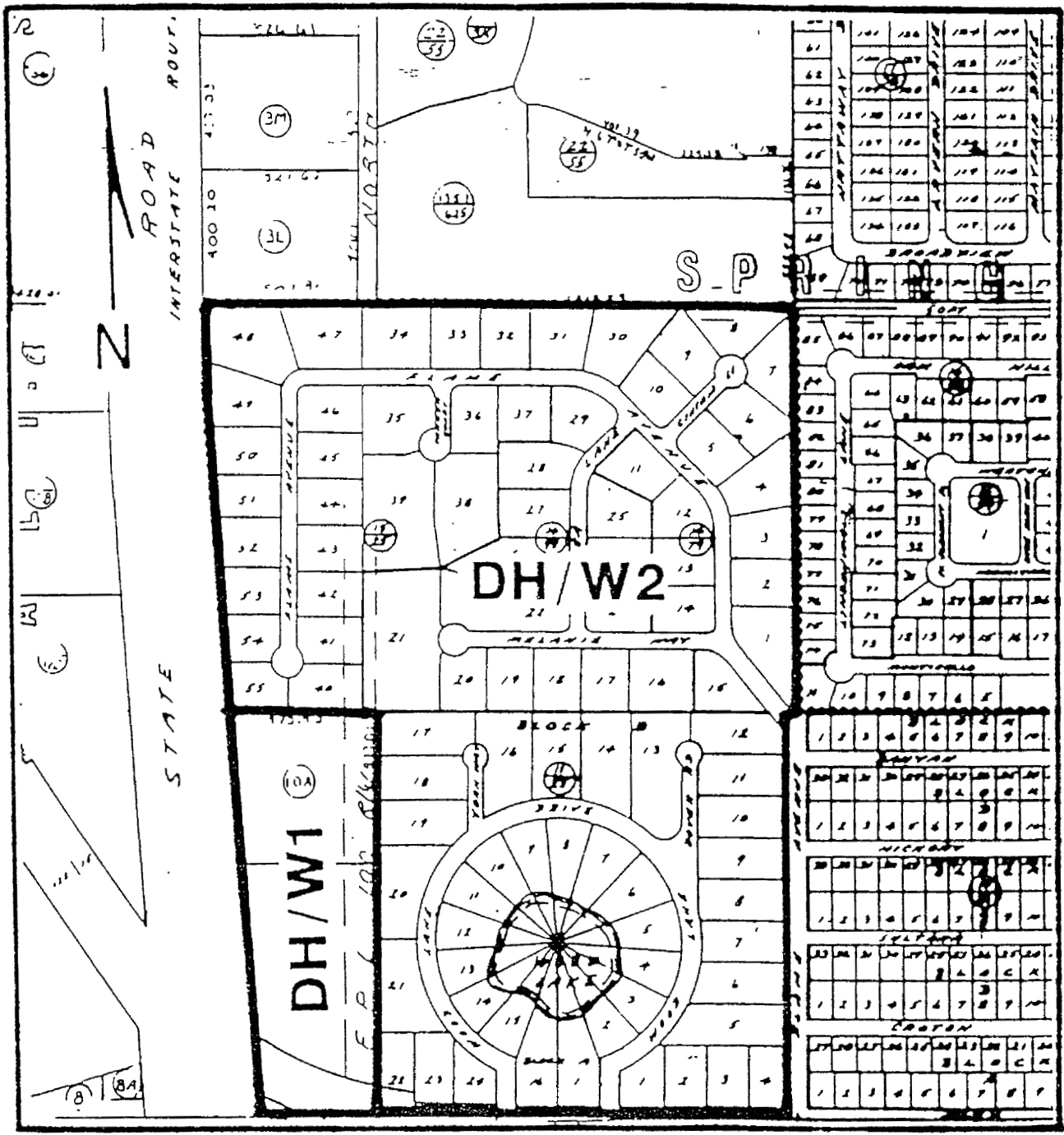
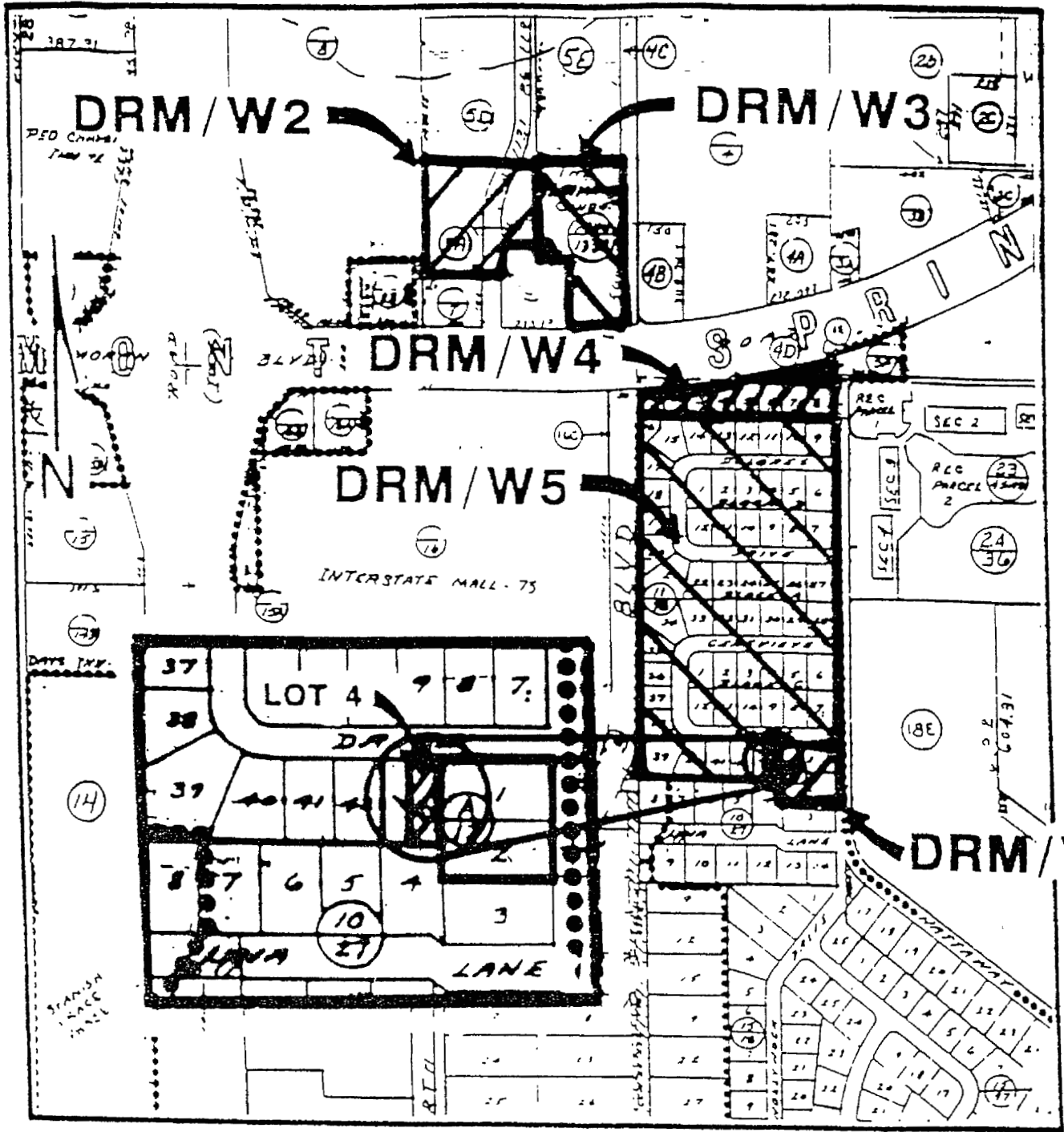


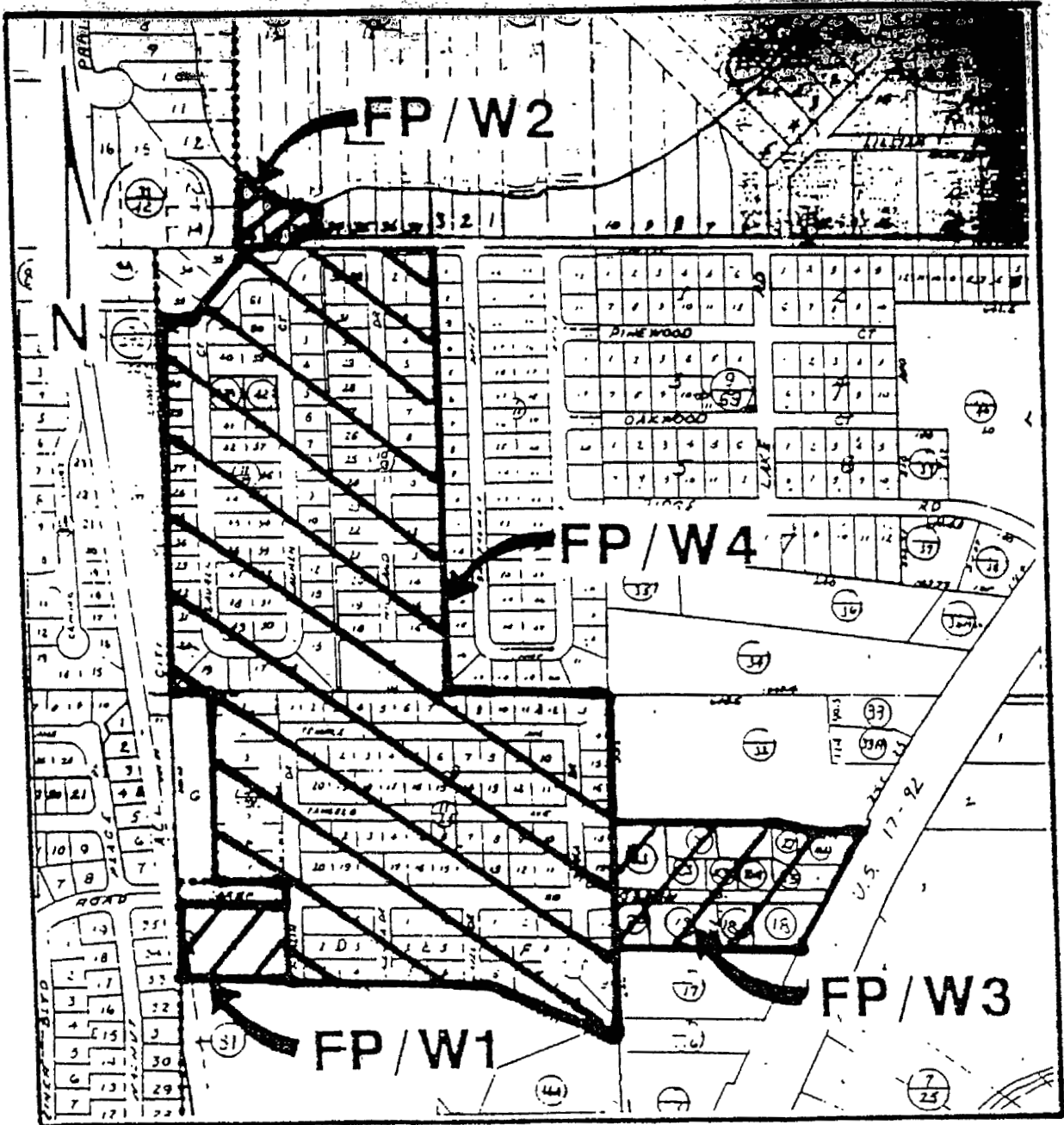
EXHIBIT AV/S1



EXHIBITS DH/W1 & DH/W2



EXHIBITS DRM/W1 DRM/W2
 DRM/W3 DRM/W4 & DRM/W5



**EXHIBITS FP/W1 FP/W2
FP/W3 AND FP/W4**

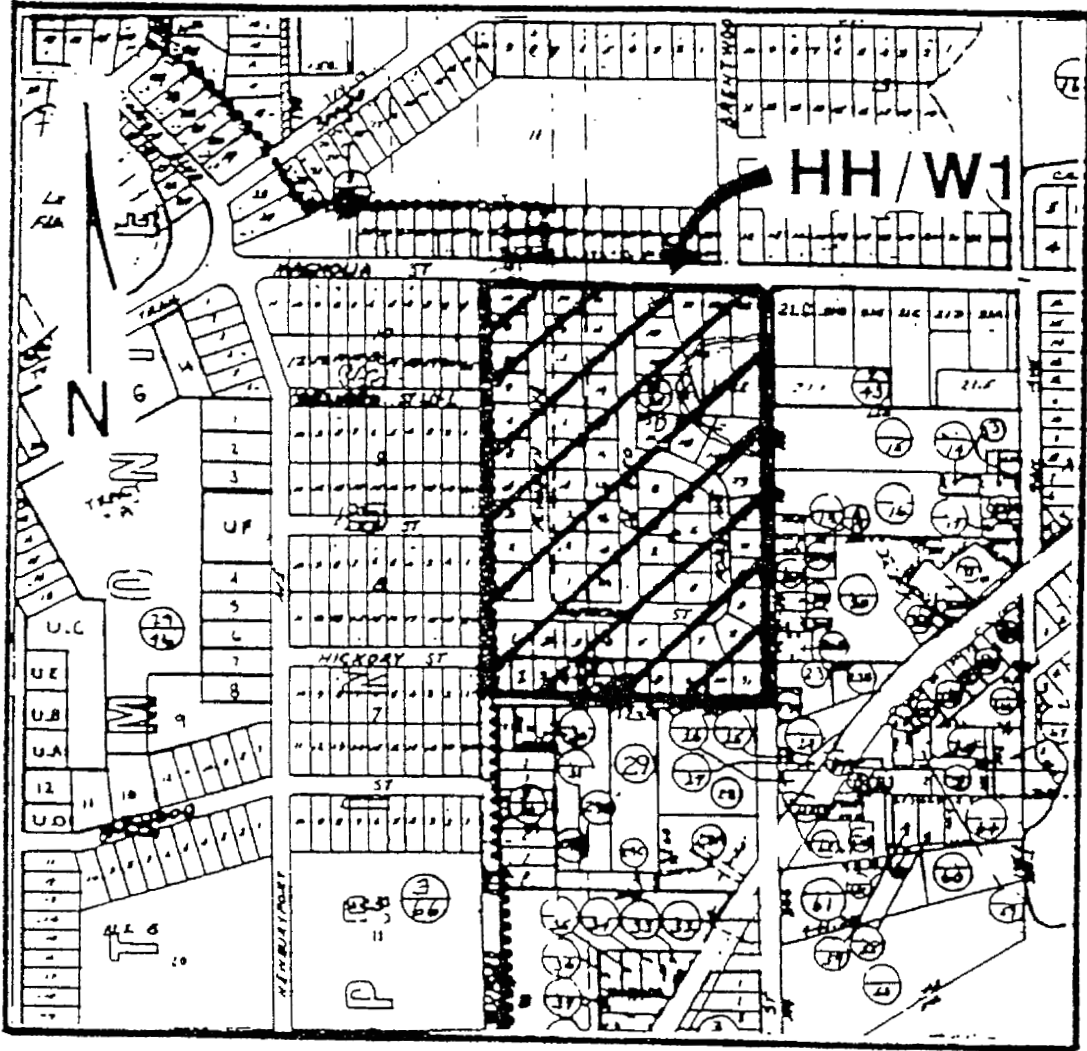


EXHIBIT HH/W1

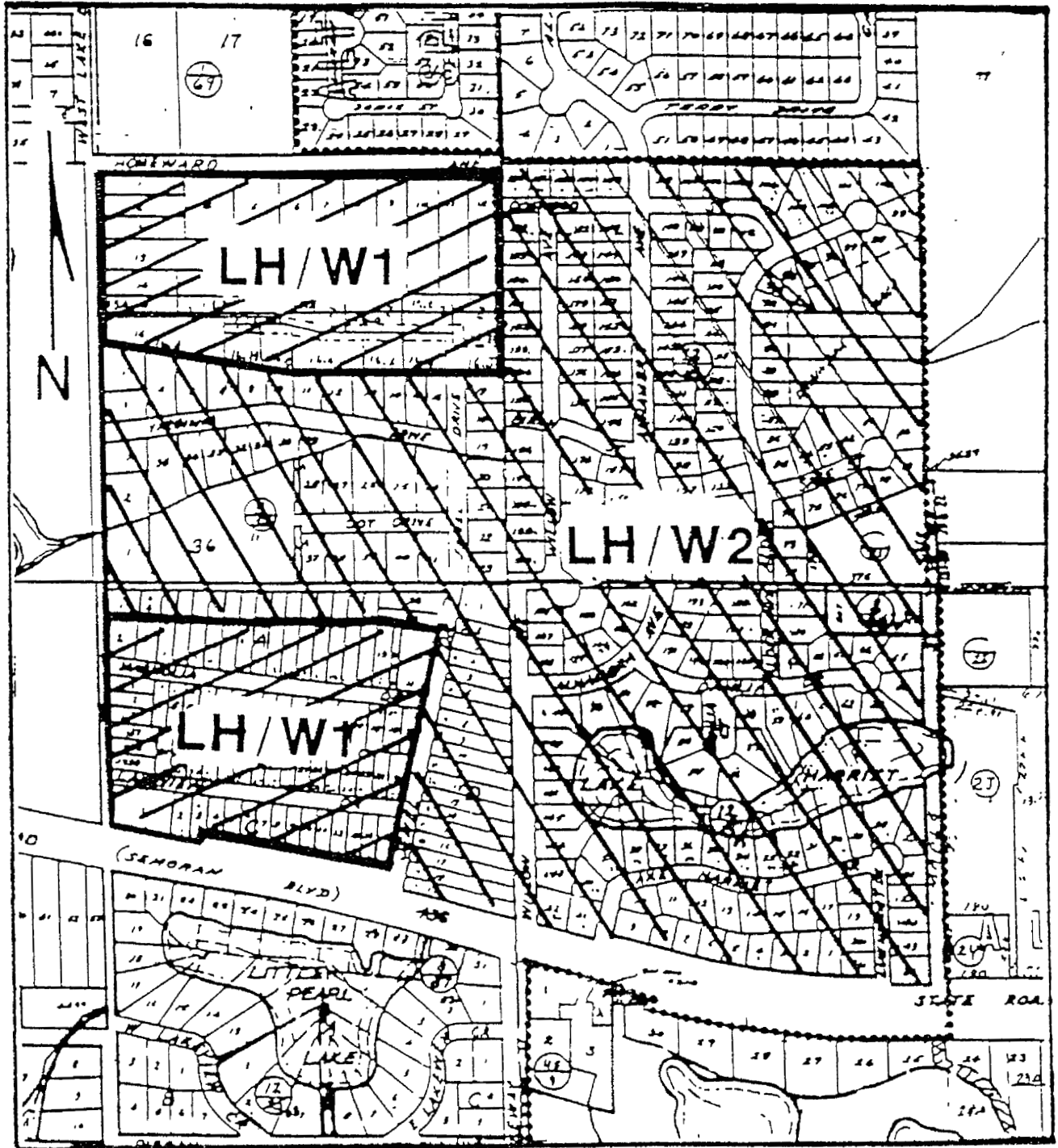


EXHIBIT LH/W1 & LH/W2

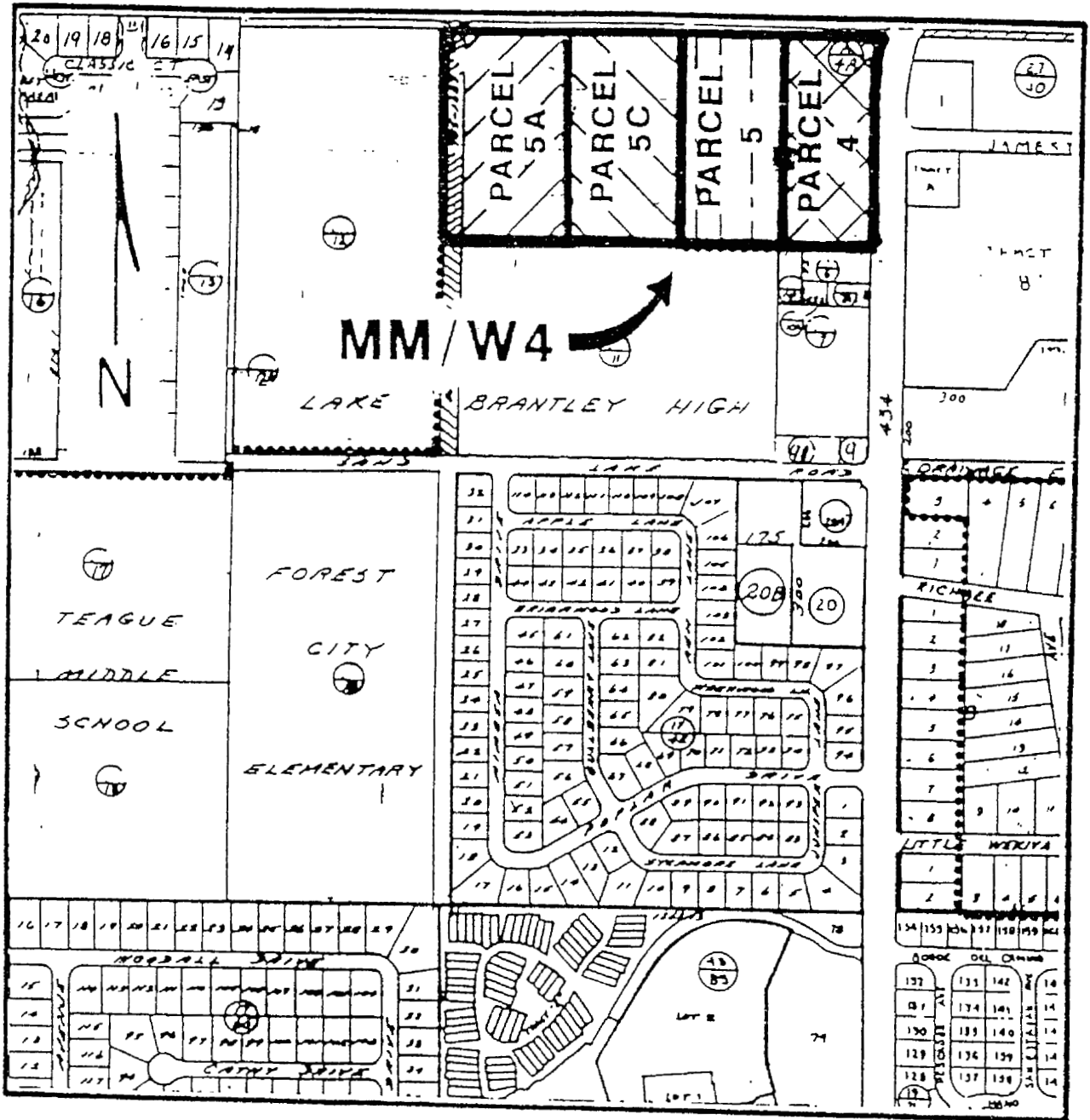
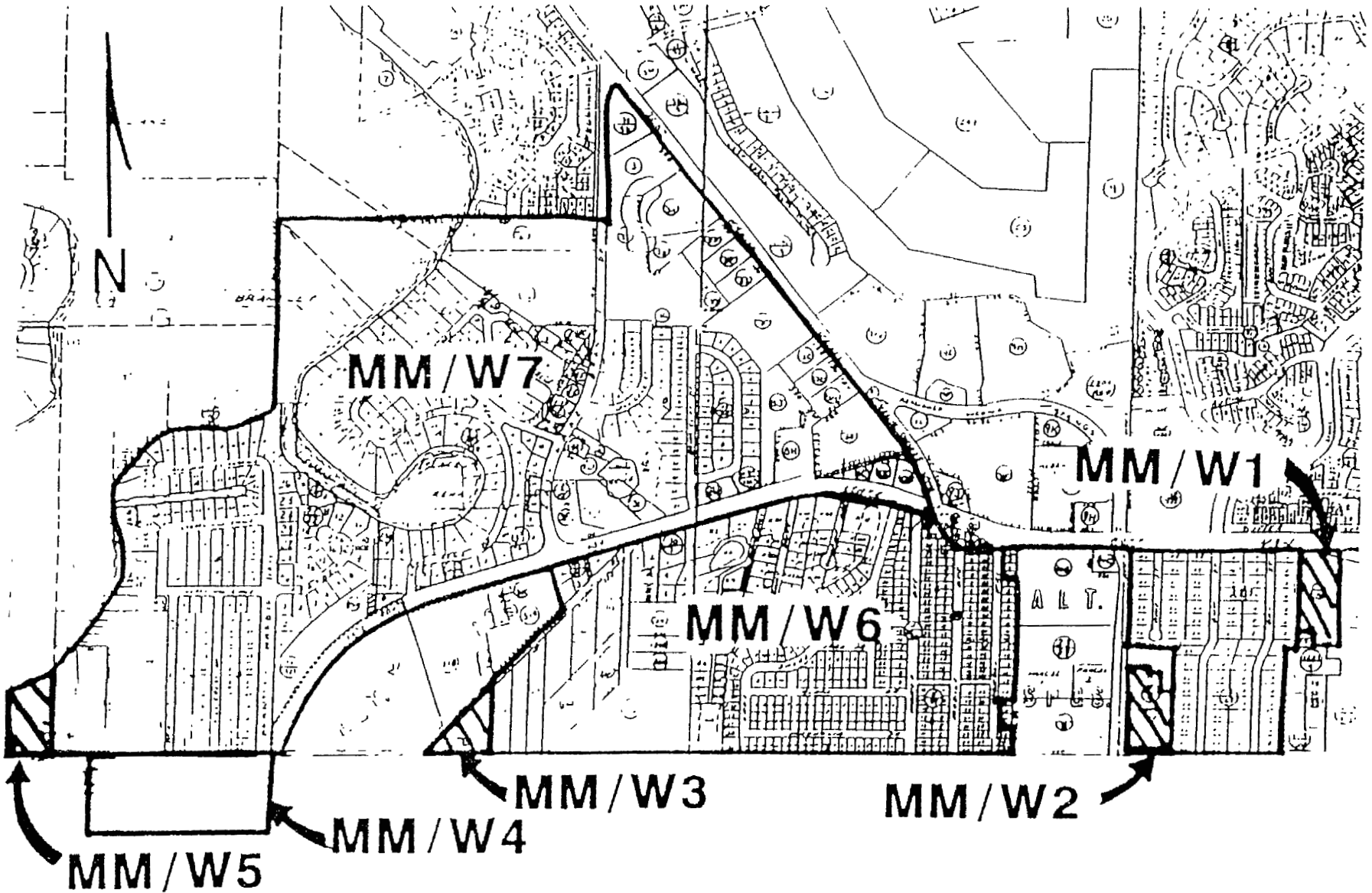
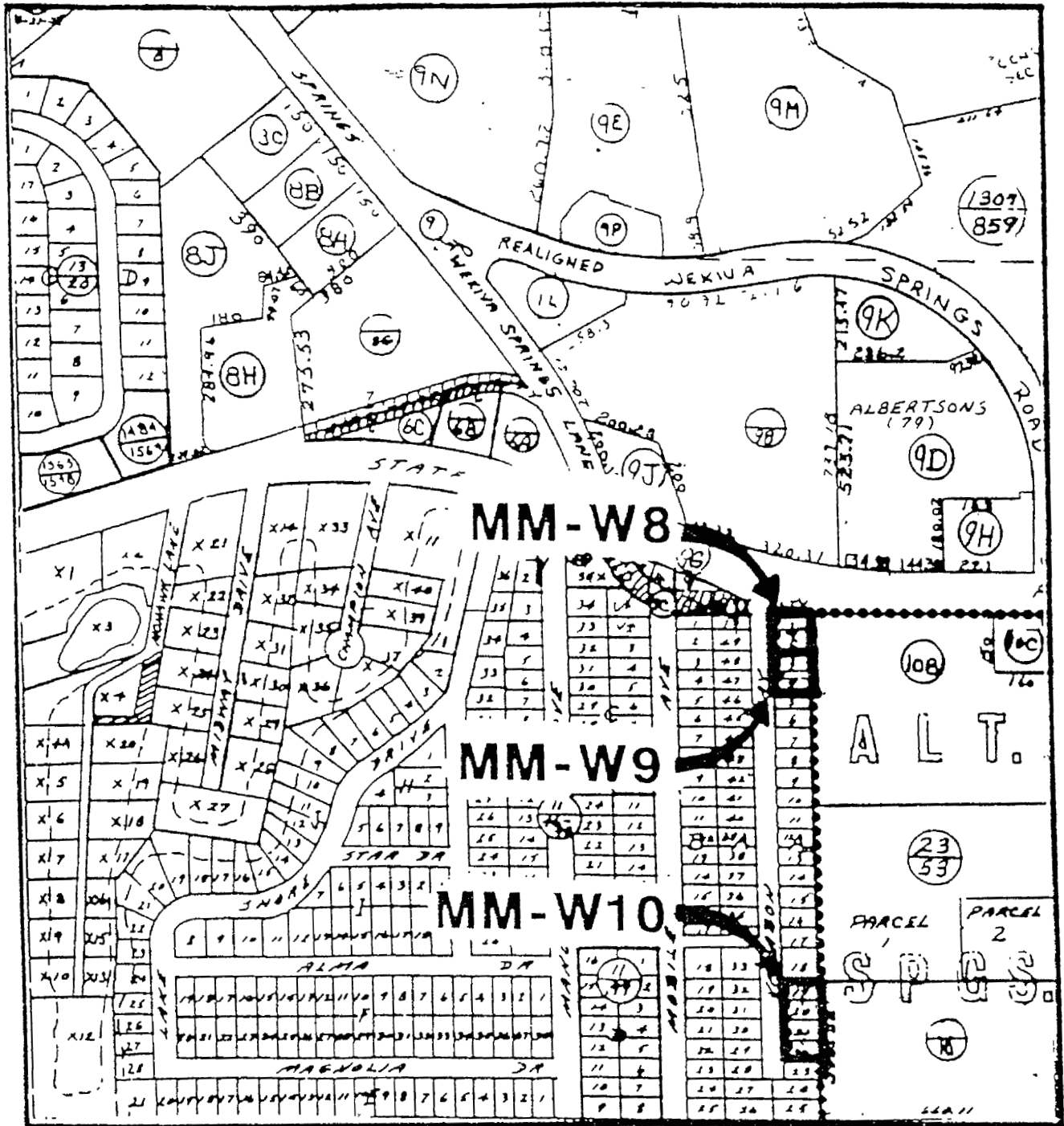


EXHIBIT MM/W4 -1



**EXHIBITS MM/W1 MM/W2 MM/W3 MM/W4
MM/W5 MM/W6 & MM/W7**



NOTE REGARDING MM-W10:
 CHURCH OF THE ANNUNCIATION, MONTGOMERY ROAD - LOTS
 19, 20, 21, 22, BLOCK "A", MOBILE MANOR - ANNEXED.
 (REFER TO CITY PLANNING BOARD MINUTES OF 3/10/82.)

EXHIBIT MM-W8, MM-W9 & MM-W10

Proposed Combined to Druid Hills Water Service Territory

Township 21 South Range 29 East, Seminole County, Florida.

Section 23

Hidden Estates

The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 23 and that portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying East of Interstate Highway No. 4 as it is now constructed. Also, that portion of the Southeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ lying East of Interstate Highway No. 4.

Bretton Woods

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 23.

Druid Hills

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 23.

Proposed Combined Lake Harriet Estates Franchise

County: Seminole

Township 21 South, Range 29 East, Seminole County, Florida

Section 8

The Southeast 1/4 of the Southeast 1/4 of Section 8.

Section 9

The Southwest 1/4 of the Southwest 1/4 of Section 9.

Section 16

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 16, lying North of State Road 436 as it is now constructed.

Section 17

That portion of the Northeast 1/4 of the Northeast 1/4 of Section 17, lying Northerly of State Road No. 436 (Semoran Blvd.).

Proposed Combined Fern Park Franchise

County: Seminole

Township 21 South, Range 30 East, Seminole County, Florida

Section 18

Commencing at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 18; run Easterly along the South line of said Section 18 a distance of 245.27 feet to the Point of Beginning; thence run North 130 feet more or less to the South edge of Prairie Lake; thence meander Easterly along said South edge 225 feet; thence run South 200 feet more or less to aforementioned South line of Section 18; thence run Westerly along said South line 225 feet to the Point of Beginning;

Section 19

The West 800 feet of the Northeast 1/4 of the Northwest 1/4 of Section 19; together with the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 19; LESS the West 125 feet thereof; together with the North 250 feet of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 19; together with that portion of the Southwest 1/4 of the Northeast 1/4 of Section 19, lying Westerly of U.S. Highway No. 17-92; LESS the South 550 feet thereof; and also LESS the North 391 feet thereof.

Proposed Combined Lake Brantley Franchise

County: Seminole

Township 21 South, Range 29 East, Seminole County, Florida.

Section 5

The Southwest 1/4 of the Northeast 1/4 of Section 5, together with Beginning at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 5; thence run North 271.57 feet; thence North 89°21'45" East 165.05 feet; thence South 0°26'15" East 48.97 feet to a point on a curve concave Southeasterly, having a radius of 149.50 feet, a central angle of 38°19'30", a chord bearing of South 19°09'45" West; thence Southerly along the arc of said curve an arc distance of 94.69 feet to the point of tangency; thence South 0°26'15" East 255.85 feet; thence South 89°21'45" West 138.58 feet; thence North 60.85 feet to the Point of Beginning; together with commence at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of said section run South 60.85 feet to the Point of Beginning; thence continue South 184 feet; thence North 89°40'45" East 144.95 feet; thence North 0°09'15" West 184 feet; thence South 89°40'45" West 144.49 feet to the Point of Beginning.

PS:LKBRAN-3

Proposed Combined Apple Valley Water Distribution Franchise
County: Seminole

Township 21 South, Range 29 East, Seminole County, Florida.

Section 1

The West 1/2 of the Southwest 1/4 of Section 1.

Section 2

The Southeast 1/4 of Section 2, less the North 650 feet of the Northwest 1/4 of the Southeast 1/4 of said Section 2; together with that portion of the South 3/4 of the Southwest 1/4 of said Section 2 lying East of Interstate Highway No. 4.

Section 10

The West 1/2 of the Northeast 1/4 of the Southeast 1/4 and the North 1/2 of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 10.

Section 11

That portion of the North 3/4 of Section 11, lying West of Interstate Highway No. 4, less the South 700 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 11, also less the South 365 feet of the West 220 feet of the Northeast 1/4 of the Southwest 1/4 of said Section 11, also less the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 11; also less that portion of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 11, lying West of Interstate Highway No. 4, also less the North 165 feet of the East 200 feet of the West 390 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 11; together with that portion of the North 1/2 of said Section 11 lying East of Interstate Highway No. 4; together with the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 11; together with the Northeast 1/4 of the Southeast 1/4 of said Section 11, and that portion of the Northeast 1/4 of the Southwest 1/4 of Section 11, lying East of Interstate 4.

Section 12

The North 3/4 of the West 1/4 of Section 12; together with the North 180 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 12; together with the North 480 feet of the Southeast 1/4 of the Northwest 1/4 of said Section 12, less the North 185.0 feet of the West 182.11 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 12, also less the North 185.0 feet of the East 129.74 feet of the Southwest 1/4 of the Southwest 1/4 of said Section 12, also less the East 275.96 feet of the North 473.15 feet of the South 830.25 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 12, also less the East 87.63 feet of the North 141.05 feet of the South 971.30 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 12; together with the

West 88 feet of the North 496.5 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 12; together with; beginning at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 12, run North 01°12'00" East 475.1 feet; thence East 374.86 feet; thence North 73°33'00" East 166.93 feet; thence North 76°11'40" East 127.46 feet; thence South 19°08'12" East 609.14 feet; thence West 431.52 feet; thence South 25 feet; thence West 427.01 feet to the POINT OF BEGINNING.

PS:CENTRAL:APPLEV-3
Rev. - 7/22/93

Proposed Combined Meredith Manor Water Distribution Franchise

County: Seminole

Township 21 South, Range 29 East, Seminole County, Florida.

Section 3

That portion of the West 1/2 of Section 3, lying Northerly of State Road No. 434 and Westerly of Wekiva Spring Lane; together with that portion of the Southwest 1/4 of said Section 3 lying South of State Road No. 434, less the following; Begin at the Southeast corner of the Southwest 1/4 corner of said Section 3; thence run West along the South line of said Section 3, a distance of 660.11 feet; thence North 00°07'50" West a distance of 150.0 feet; thence West a distance of 88.02 feet; thence North 00°02'20" West a distance of 200.0 feet; thence East a distance of 87.70 feet; thence North 00°07'50" West a distance of 835.0 feet; thence West a distance of 86.36 feet; thence North 00°02'20" West a distance of 135.88 feet; thence South 89°52'11" East a distance of 746.24 feet; thence South 00° 07'50" East a distance of 1,319.19 to the POINT OF BEGINNING. Together with the West 3/4 of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 3, LESS any portion thereof lying within the City Limits of Altamonte Springs, Florida; and the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 3, LESS the Southerly 100 feet of the Westerly 100 feet of the East 4 acres of said North 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 3.

Section 4

That portion of the South 1/2 of the South 1/2 of the Northeast 1/4 of Section 4, lying Westerly of East Lake Brantley Drive; together with that portion of said Section 4 lying Southerly of Wekiva Springs Road and Northerly of State Road No. 434 and Easterly of East Lake Brantley Drive; together with that portion of the Southeast 1/4 of said Section 4 lying Northerly of State Road No. 434 and Westerly of East Lake Brantley; together with that portion of the East 1/2 of the Southwest 1/4 of said Section 4 lying Southerly and Easterly of Lake Brantley; together with that portion of the East 1/2 of the Southeast 1/4 of said Section 4 lying Southerly of State Road No. 434 and outside of the Altamonte Springs, Florida, City Limits; together with the East 1/2 of the Southwest 1/4 of the Southwest 1/4 lying South of Lake Brantley of Section 4, less the West 360 feet thereof and also less road right-of-way.

Section 9

The West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 9.

Proposed Combined Appla Valley Wastewater
Collection System Franchise

County: Seminole

Township 21 South, Range 29 East, Seminole County, Florida

That portion of the North 3/4 of Section 11, lying West of Interstate Highway No. 4, less the South 700 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 11, also less the South 365 feet of the West 220 feet of the Northeast 1/4 of the Southwest 1/4 of said Section 11, also less the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 11; also less that portion of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 11, lying West of Interstate Highway No. 4, also less the North 165 feet of the East 200 feet of the West 390 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 11.

Proposed Combined Dol-Ray Manor Water Territory

County: Seminole

Township 21 South, Range 29 East, Seminole County, Florida

Section 14

The East 1/2 of the Northwest 1/4 of the Southeast 1/4, less the North 145.33 thereof also less the West 50.75 feet of the East 250.75 feet of the South 125 feet of the Northwest 1/4 of the Southeast 1/4 of said Section 14; together with, commencing from a concrete monument marking the Northeast corner of West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 14, run South 00°32'50" East along the East line of said West 1/2 of Southwest 1/4 of Northeast 1/4, 181.02 feet to Point of Beginning; thence continue South 00°32'50" East along said East line 998.31 feet to the North right-of-way line of State Road 436, said right-of-way line being on a curve concave to Northerly and having a radius of 2,764.93 feet, thence from a tangent bearing of South 86°15'24" West, run Westerly along said right-of-way and along arc of said curve 183.08 feet, through a central angle of 03°47'38", thence North 00°32'50" West 225.00 feet, thence North 89°52'46" West 100.00 feet, thence North 00°32'50" West 779.60 feet, thence South 89°52'46" East 283.00 feet to Point of Beginning; LESS: Beginning at the previously described Point of Beginning, run South 00°32'50" East, a distance of 491.98 feet; thence North 89°14'45" West a distance of 283.05 feet to a point on the West line of the previously described parcel; thence North 00°32'50" West along said West line, a distance of 488.85 feet; thence South 89°52'46" East, a distance of 283.00 feet to the Point of Beginning.

PS:DOLRA-1.LEG
Rev. 6/29/93